**Massachusetts Business Bill of Sale Form**

**1. PARTIES:**

**This Bill of Sale is created on the \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_, 20 by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ("Seller"), with a mailing address of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ("Buyer"), with a mailing address of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.**

**2. DESCRIPTION OF BUSINESS: The Seller acknowledges they have the right to sell the business entity known as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ("Business") along with all its assets, including but not limited to:**

* **Tangible Assets: equipment, tools, inventory, and supplies.**
* **Intangible Assets: trademarks, trade names, copyrights, and goodwill.**

**3. PURCHASE PRICE: The agreed purchase price for the Business is $\_\_\_\_\_\_\_\_\_\_\_\_ (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ U.S. Dollars). The Buyer agrees to pay the purchase price as follows:**

* **Initial Payment: $\_\_\_\_\_\_\_\_\_\_\_\_ on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**
* **Balance Payment: $\_\_\_\_\_\_\_\_\_\_\_\_ on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**4. PAYMENT METHOD: Payment will be made by:**

* **Cash**
* **Check (Check Number: \_\_\_\_\_\_\_\_\_\_\_)**
* **Money Order**
* **Bank Transfer**
* **Other: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**5. REPRESENTATIONS AND WARRANTIES: The Seller certifies that to the best of their knowledge, the information provided about the Business is accurate and that the Business is being sold "as is," with no warranties or guarantees. The Buyer acknowledges that they have conducted due diligence and accepts the Business in its current state.**

**6. COVENANTS: The Seller agrees to refrain from engaging in any activity that competes with the Business for a period of \_\_\_\_\_\_\_\_\_\_\_ years within a radius of \_\_\_\_\_\_\_\_\_\_\_ miles from the location of the Business.**

**7. CLOSING DATE: The closing of this transaction shall take place on the \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_, 20 at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.**

**8. SIGNATURES: This Bill of Sale is agreed upon by the Seller and the Buyer.**

**Seller’s Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Buyer’s Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Witness 1: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Witness 2: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**